



**Business Partner Code of Conduct  
for Sustainability and Ethics**

# Business Partner Code of Conduct for BRUGG Group

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## **Issuing office**

Sustainability Department of BRUGG Group, hereinafter referred to as BRUGG

## **Target group**

Business partner of BRUGG Group, hereinafter referred to as the business partner

## **Authorising body**

Executive Board of BRUGG GROUP AG, August 2025

## **Repository**

The BRUGG Business Partner Code of Conduct can be found at the following address: <https://www.brugg.com/en/codeofconduct>

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## **Preamble**

BRUGG GROUP AG, hereinafter simply referred to as "BRUGG", also assumes its responsibility for people and the environment towards its business partners. As a manufacturer of infrastructure solutions for the generations of today and tomorrow, as well as associated services, we strive for high standards in the areas of sustainability, social responsibility and business ethics. Our aim is to work with our business partners to ensure transparent and sustainable supply chains. To this end, BRUGG has drawn up this Code of Conduct for Business Partners to ensure sustainable processes in the provision of services for BRUGG (hereinafter referred to as the Code of Conduct or Business Partner Code of Conduct).

We are actively committed to fair working conditions, environmentally friendly production processes and compliance with ethical principles by our business partners. The BRUGG Business Partner Code of Conduct covers the key environmental, social and governance (ESG) topics and is aimed at all companies with which we have a business relationship (business partners) – including, in particular, suppliers, service providers and production partners. The business partners must ensure that - where permissible - auxiliary persons (e.g. subcontractors) engaged by them also comply with the Business Partner Code of Conduct.

Our Business Partner Code of Conduct is based on internationally recognised standards for responsible business conduct, in particular, the Conventions of the International Labour Organization (ILO), the UN Guiding Principles on Business and Human Rights and the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct, as amended.

Our business partners undertake to comply with the principles set out in the Code of Conduct and to continuously work on improvements in these areas. We expect a proactive approach to these topics and a willingness to develop them further in the long term. The business partners shall ensure that the principles of this Code of Conduct are also communicated to their subcontractors and sub-suppliers, and shall work towards compliance with the provisions of this Code of Conduct.

The business partners undertake to provide BRUGG, upon request and within a reasonable period of time, with information about their past and current activities and planned measures in the relevant areas addressed in this Code of Conduct. Where appropriate, relevant evidence must be provided. Any costs incurred in connection with compliance with this Code of Conduct shall be borne by the business partner.



## 1. Compliance with applicable law

The applicable statutory provisions and guidelines must be complied with by the business partner at all times.

This Code of Conduct supplements these requirements and does not override them.

The business partners take measures to identify risks and are guided by the relevant legal requirements and international standards. Such measures include regular checks of the supply chain. If risks are identified, they are assessed and addressed appropriately, if necessary.

## 2. Environment

BRUGG emphasises the importance of business partners taking ambitious and reasonable measures to reduce their environmental impact. This applies, in particular, to the areas of climate protection, energy and resource efficiency, water conservation, waste management, handling chemicals, air pollution control, biodiversity conservation and the prevention of illegal deforestation.

### 2.1. Environmental protection

The business partner fulfils all applicable legal requirements for environmental protection and the conservation of natural resources. In particular, the requirements of locally applicable environmental law are decisive. In addition to the locally applicable environmental regulations, internationally recognised minimum standards for environmental protection, in particular, those listed below in Sections 2.2.-2.4. and the OECD Guidelines for Multi-national Enterprises on Responsible Business Conduct (as amended), must be observed.

The business partner shall obtain all necessary authorisations and information and comply with its operating obligations.

### 2.2. Environmental management

Where appropriate, the business partner operates an environmental management system based on ISO 14001, EMAS or an equivalent standard and integrates a process- and risk-based management system for environmental due diligence into its business practices. This system is customised to the company's business model and can be integrated into the higher-level management system for due diligence.

The business partner shall appoint a contact person responsible for environmental protection and communicate this to BRUGG.

### 2.3. Hazardous substances and chemicals

The business partner shall comply with all applicable laws and regulations regarding bans or restrictions on substances that pose a risk to people and the environment.

Hazardous chemicals and other materials contained in products must be identified and labelled in such a way that they can be used and disposed of safely.

The products delivered to BRUGG must comply with the legislation applicable at the place of manufacture and in the country or countries of destination. In particular, they must comply with the relevant regulations such as the RoHS Directive or the REACH Regulation. The products supplied must not contain any substances that are subject to restrictions or are of very high concern.

## 2.4. Climate protection

As part of its environmental management, the business partner is actively committed to the continuous reduction of its greenhouse gas emissions. The business partner pursues the goal of harmonising its activities with the Paris Agreement. In particular, the business partner strives to consistently minimise and reduce its greenhouse gas emissions. Where possible, products can be repaired, recycled or reused.

## 3. Social responsibility

The business partner shall comply with the labour and occupational health and safety regulations applicable at the respective place of performance. In addition, relevant international standards, in particular, the UN Guiding Principles on Business and Human Rights and the core labour standards of the International Labour Organization (ILO), as amended, shall be observed.

Various ILO labour standards are summarised below (Section 3.1.-3.5.) for illustrative purposes. However, the complete, current version of the ILO labour standards and the applicable laws shall always apply.

### 3.1. Ban on child labour

BRUGG does not tolerate child labour. Business partners must not use child labour. The employment of persons under the age of 18 is only permitted if the work they perform does not jeopardise their health, safety or morals and if they are over the legal minimum age for employment in the respective country or the age at which compulsory schooling ends. This does not apply to the permissible employment of young people under national law (e.g. holiday jobs, trial apprenticeships or internships). Young people under the age of 18 are not permitted to carry out hazardous work or work night shifts or overtime. ILO Conventions Nos. 138 and 182 are particularly relevant.

### 3.2. Prohibition of discrimination

The business partner undertakes to treat all employees with respect and dignity - regardless of gender, age, religion, origin, social background, disability, ethnic or national affiliation, nationality, membership of trade unions or other legitimate organisations, political convictions, sexual orientation, family obligations, marital status, pregnancy or health restrictions.

It must be ensured that employees are not exposed to any form of violence, harassment or degrading treatment in the workplace. This also includes the threat or use of violence, corporal punishment and verbal, physical, sexual, economic or psychological abuse, coercion or other forms of intimidation. It must also be ensured that grievances can be reported in an appropriate manner.

Disciplinary measures taken by the business partner against employees must be clearly defined, recorded in writing and explained verbally to the employees concerned in understandable language. They must be carried out in accordance with national laws. If problems are reported in connection with the above-mentioned grounds of discrimination, the business partner shall ensure that reporting employees are not disadvantaged, disciplined or harassed, and shall initiate corrective measures if necessary. ILO Convention No. 111 is particularly relevant.

### 3.3. Health and safety of the workforce

The business partner is obliged to provide a safe and hygienic working environment and to promote good health and safety practices. Both industry-specific risks and the latest findings on hazards in the workplace must be taken into account. Particular attention must be paid to workplace-specific health and safety risks in order to ensure a safe working environment.

Effective protective measures must be implemented in order to minimise occupational accidents and health risks as far as possible. The business partner must set up and implement an appropriate health and safety management system that is suitable for preventing accidents and occupational diseases in the best possible way.

In addition, potential emergency situations must be identified and their effects minimised through suitable emergency plans. Special protective measures are required for vulnerable groups, in particular, young employees, expectant mothers and people with disabilities. In particular, the locally applicable legal requirements and ILO Conventions Nos. 120, 136, 162, 170 and 174 shall apply.

### 3.4. Remuneration of employees

The business partner undertakes to ensure appropriate remuneration for its employees. If there are no statutory minimum requirements, the business partner shall be guided by wages customary in the country or industry. The wages relate to the standard working hours stipulated by law. Salary deductions are only allowed to the extent permitted by law or collective agreement. In addition, the support services applicable to the respective region must be provided.

When employing workers from abroad, including cross-border commuters, all relevant legal provisions must be complied with, with particular regard to minimum wages. ILO Convention No. 26 is particularly relevant.

The business partner undertakes to comply with the principle of "equal pay for equal work" in accordance with ILO Convention No. 100.

### 3.5. Freedom of association for employees

Employees have the right to have a say in the organisation of their working conditions. They may form a trade union or join an association of their choice without any restrictions or negative consequences. They also have the right to collective bargaining.

If the right to freedom of association and collective bargaining is restricted by national law, the business partner must not hinder alternative forms of collective representation of interests, such as workers' organisations. ILO Conventions Nos. 87 and 98 are particularly relevant.

## 4. Governance

BRUGG is committed to the highest ethical standards and expects the same from its business partners.

### 4.1. Conflicts of interest

The business partner undertakes to disclose potential or actual conflicts of interest immediately, even if they arise unintentionally. It must take measures to avoid such conflicts or to resolve them appropriately, in particular, if business, personal or financial interests could impair objectivity or impartiality in the cooperation with BRUGG.

In addition, the business partner must ensure that all relevant persons within the company are made aware of how to deal with conflicts of interest and that transparent procedures are in place for identifying, reporting and handling such conflicts. Confidentiality and integrity must be maintained at all times.

### 4.2. Prevention of corruption

The business partner undertakes to fully comply with the applicable national and international anti-corruption laws and regulations. All forms of corruption, bribery or unfair business practices are strictly prohibited and actively prevented.

It is prohibited to offer, grant or promise unlawful benefits in the form of money, gifts, invitations or other privileges to employees of government agencies or private sector business partners in order to influence business decisions or to gain an unfair advantage. This applies to both direct and indirect donations via third parties.

Furthermore, the business partner undertakes not to make or accept any unauthorised accelerated payments (so-called "facilitation payments"). All significant business interactions must be transparent and verifiable.

The business partner shall ensure that its employees are made aware of how to responsibly handle corruption risks through internal training or guidelines and that suitable reporting mechanisms are available in the event of suspected cases.

### 4.3. Prevention of money laundering and terrorist financing

The business partner undertakes not to directly or indirectly contribute to money laundering or terrorist financing. It ensures that all business activities comply with the applicable legal provisions on combating money laundering and terrorist financing.

This includes, in particular, the careful review of business partners, transactions and financial flows in order to identify and prevent suspicious activities at an early stage. Suspected cases must be reported to the competent authorities immediately in accordance with the applicable law, and appropriate measures must be taken to prevent possible violations.

### 4.4. Competition law

The business partner undertakes to conduct its business activities in accordance with the principles of free and fair competition and to fully comply with the applicable competition-law provisions. In particular, the business partner shall refrain from any anti-competitive agreements with competitors, including price, quantity, territory or customer agreements.

### 4.5. Data protection

The business partner undertakes to process personal data in accordance with the applicable data protection laws. In particular, the requirements of the Swiss Federal Act on Data Protection (FADP) and the European General Data Protection Regulation (GDPR) are taken into account, insofar as they apply.

It ensures that personal data is treated in strict confidence and used exclusively for the contractually agreed purposes. Unauthorised third parties must not be granted access to this data.

To protect the data, the business partner uses appropriate technical and organisational security measures to prevent data loss, unauthorised access or misuse. The data security measures are regularly reviewed and adapted to current threats and legal requirements.

In addition, the business partner guarantees that all employees who work with personal data are informed about the applicable data protection regulations and are trained accordingly. It respects the privacy of data subjects and enables them to exercise their data protection rights, including those of access, rectification, erasure and objection to the processing of their data.

#### 4.6. Sanctions and embargoes

The business partner undertakes to fully comply with all international sanctions applicable to the business partner or BRUGG or to the activities of the business partner or BRUGG. In particular, it ensures that its services and goods comply with the applicable legal and regulatory requirements with regard to export, import and transit regulations (export, import or transit of goods).

This primarily includes compliance with all relevant trade restrictions, sanctions and embargoes imposed by states and international organisations such as Switzerland, the European Union, the United States or the United Nations.

The business partner regularly reviews its own business partners and customers to ensure that no business relationships exist with sanctioned parties or in sanctioned regions. It implements suitable control mechanisms to prevent violations of sanction measures and trains its employees in dealing with the relevant regulations.

If risks or violations are identified, the business partner shall immediately take corrective measures to comply with the regulations.

#### 4.7. Conflict materials

In order to avoid human rights violations, corruption, the financing of armed groups or other negative effects, the business partner undertakes to comply with all applicable laws and the resulting due diligence and reporting obligations in connection with the procurement of minerals and metals from conflict and high-risk areas. The business partner uses the current CAHRA list (<https://www.cahraslist.net/cahras>), in particular, to determine conflict and high-risk areas.

The business partner ensures that its supply chains are transparent and actively checks the origin of critical raw materials, especially those that fall under the applicable legal regulations on conflict materials (in particular, tin, tantalum, tungsten and gold).

#### 4.8. Reporting procedure

Persons who have justified concerns regarding the existence of a potential or adverse impact in connection with conflict materials (Section 4.7. above) or child labour (Section 3.1. above) have the opportunity to make their views known. A report can be lodged with the Reporting Office for this purpose.

The Reporting Office shall safeguard the identity of the reporting person. This is subject to any statutory provisions or court orders that oblige the Reporting Office to disclose information.

The Reporting Office is operated by the law firm Walder Wyss AG. It can be contacted in writing, by telephone or in person as follows:

Address:  
Walder Wyss AG,  
Whistleblowing  
Seefeldstrasse 123, Postfach 1236  
CH-8034 Zurich, Switzerland

E-mail: [whistleblowing.brugg@walderwyss.com](mailto:whistleblowing.brugg@walderwyss.com)

Telephone: +41 58 658 51 66

(manned from 8 AM to 8 PM CET; a voicemail can be left outside of these hours).

The Reporting Office accepts reports in German and English. It endeavours to process reports from whistleblowers quickly.

### 5. Support in fulfilling reporting and due diligence obligations

The business partner undertakes to fulfil its responsibility in the area of environmental protection and human rights at all times, in accordance with the applicable legal requirements and this Code of Conduct.

The business partner also undertakes to proactively support BRUGG, and at its own expense, in the fulfilment of BRUGG's applicable statutory or contractual reporting and supply chain due diligence obligations. To this end, the business partner undertakes, insofar as there are no mandatory statutory provisions or objectively justified confidentiality interests of the business partner to the contrary, in particular, to:

- provide BRUGG, upon first request, with any relevant information that BRUGG and/or other companies under BRUGG's control require in order to fulfil their legal and regulatory requirements in the area of sustainability reporting and due diligence regarding their supply chains. Due to the ongoing development of regulatory requirements and international standards, the information and data to be provided by the business partner is determined by BRUGG once per calendar year, usually in the first half of the year, and communicated to the business partner. The business partner shall transmit the relevant data as soon as available without delay, upon request by BRUGG at the latest.
- Inform BRUGG immediately and on its own initiative if the business partner becomes aware of suspected serious violations of environmental and human rights (including child and/or forced labour) within its domain (including in its supply chain). No later than one month after becoming aware of such suspicious circumstances, the business partner shall inform BRUGG of the audit carried out by the business partner on the basis of the suspicious circumstances, its results and the measures taken by the business partner.

### 6. Compliance with the Business Partner Code of Conduct

The business partner undertakes to comply with the standards set out in this Code of Conduct and to integrate them into its business processes.

#### 6.1. Audits

BRUGG is authorised, at any time, to conduct audits to verify compliance with the Code of Conduct on the business partner's premises with prior notification. In particular, this may involve on-site audits or written examinations. BRUGG may call in assistants to carry out the audits.

#### 6.2. Non-compliance

The business partner shall report any violations of the principles and requirements set out in this Code of Conduct to BRUGG without delay. Without prejudice to the rights under the following section, BRUGG shall be free to agree suitable corrective measures with the business partner.

Failure by the business partner to comply with the provisions contained in the Business Partner Code of Conduct constitutes a breach of contractual obligations. BRUGG is entitled to take appropriate measures, such as temporarily suspending the business relationship in order to clarify the breach or remedy the breach by the business partner.

In serious cases or in the event of recurrence, a breach of the Business Partner Code of Conduct entitles BRUGG to terminate the business partner contract without notice for good cause.

In addition, all other statutory rights and remedies in the event of a breach of the Code of Conduct by the business partner are expressly reserved.

## **7. Applicable law and place of jurisdiction**

The agreement shall be governed by Swiss law to the complete exclusion of the conflict of laws rules of private international law and the United Nations Vienna Convention on Contracts for the International Sale of Goods of 11 April 1980.

The exclusive place of jurisdiction for all disputes arising from or in connection with the Code of Conduct, including disputes concerning its conclusion, legal validity, amendment or cancellation, shall be the registered office of BRUGG GROUP AG. In the case of specific business partner contracts (such as Supply and Pricing Agreements), the place of jurisdiction defined therein shall apply.

## **8. Confirmation of the business partner**

Unless expressly stated otherwise in writing, the Business Partner understands and accepts the Code of Conduct.